SUPREME COURT OF THE UNITED STATES.

No. 59.

ALBERT P. DE VALENGIN'S ADM'RS, *Plaintiffs in Error,*

vs.

JOHN H. DUFFY.

ERROR TO THE CIRCUIT COURT U. S. FOR MARYLALD.

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THE UNITED STATES OF AMERICA,

District of Maryland, to wit:

At a Circuit Court of the United States, for the fourth Circuit, in and for the Maryland District, begun and held at the city of Baltimore, on the first day of November, in the year of our Lord one thousand eight hundred and thirty-six,

Present, the Honourable

ROGER B. TANEY, Chief Justice of the Supreme Court of the United States.
UPTON S. HEATH, Judge of Maryland District.
NATHANIEL WILLIAMS, Esquire, Attorney.
NICHOLAS SNIDER, Esquire, Marshal.
THOMAS SPICER, Clerk.

Among other were the following proceedings, to wit:

JOHN H. DUFFY
vs.
WILHELMINA DE VALENGIN, Administratrix,
and
GEORGE GORDON BELT, Adm. de bonis non of
ALBERT P. DE VALENGIN.

Be it remembered, that heretofore, to wit, on the thirteenth day of March, in the year of our Lord one thousand eight hundred and thirty-four, the said John H. Duffy, by Nathaniel Williams, his attorney, prosecuted and sued forth, out of the Circuit Court here, the writ of the United States of America, of capias ad respondendum, directed to the marshal of the district of Maryland, in the words and of the tenor following, to wit:

WRIT.

THE UNITED STATES OF AMERICA,

District of Maryland, to wit:

To the Marshal for Maryland District—*Greeting:*

We command you, that you take James Neale, late of the District of Maryland, merchant, a citizen of the state of Mary-
[SEAL.] land, administrator of all and singular the goods and chattels, rights and credits, which were of Albert P. De Valengin, deceased, at the time of his death, who died intestate, and who, in his lifetime, was a citizen of the state of Maryland, if he shall be found in your district, and that him so taken, you safe keep, so that you have his body before the judges of the Circuit Court of the United States, for the fourth Circuit, in and for the Maryland Dis-

trict, at the United States Court Room, in the city of Baltimore, on the eighth day of April next, to answer unto John Haggarty Duffy, a citizen of the state of New-York, in a plea of trespass on the case, &c. Hereof fail not at your peril, and have you then and there this writ.

Witness the Honourable John Marshall, Chief Justice of our Supreme Court, the second Monday in January, in the year of our Lord one thousand eight hundred and thirty-four.

N. W., issued 13th March, 1834.

PHILIP MOORE, *Dist. Clerk.*

And the aforesaid John H. Duffy, by his attorney aforesaid, on the day of prosecuting and suing forth of the aforesaid writ, declared against the said James Neale in the plea aforesaid, in form following, to wit:

DECLARATION.

Circuit Court of the United States for the fourth Circuit, in and for the District of Maryland.

District of Maryland, ss.

James Neale, late of the district of Maryland, merchant, a citizen of the state of Maryland, administrator of all and singular the goods and chattels, rights and credits, which were of Albert P. De Valengin, deceased, at the time of his death, who died intestate, and who, in his lifetime, was a citizen of the state of Maryland, was attached to answer unto John Haggarty Duffy, a citizen of the state of New-York, in a plea of trespass on the case, &c. And whereupon the said John Haggarty Duffy, by Nathaniel Williams, his attorney, complains, for that whereas, the said Albert P. DeValengin, in his lifetime, to wit, on the first day of January, eighteen hundred and twenty-nine, at the district aforesaid, was indebted to the plaintiff in a large sum of money, that is to say, in the sum of forty thousand dollars, for divers goods, wares and merchandise, by the said plaintiff before that time sold and delivered to the said Albert in his lifetime, and at his special instance and request; and also in another like sum of money, by the said plaintiff before that time lent and advanced to, and paid, laid out and expended for the said Albert, in his lifetime, and at his like special instance and request; and also in another like sum of money, for so much other money, by the said Albert before that time had and received, to and for the use of the said plaintiff; and being so indebted, the said Albert, in his lifetime, in consideration thereof, afterwards, to wit, on the day and year aforesaid, at the district aforesaid, undertook, and then and there faithfully promised the said plaintiff, to pay him the said several sums of money in this court mentioned, when the said Albert should be thereunto afterwards requested.

And whereas also, the said Albert afterwards, to wit, on the day and year aforesaid, at the district aforesaid, accounted with the said

plaintiff of and concerning divers other sums of money before that time due and owing from the said Albert to the said plaintiff, and then in arrear and unpaid, and upon such accounting the said Albert was then and there found to be in arrear and indebted to the said plaintiff in another large sum of money, to wit, in the further sum of forty thousand dollars; and being so in arrear and indebted, the said Albert, in consideration thereof, afterwards, to wit, on the day and year aforesaid, at the district aforesaid, undertook, and faithfully promised the said plaintiff, to pay him the last mentioned sum of money when the said Albert should be thereto afterwards requested.

And whereas the said James Neale, administrator as aforesaid, defendant in this action, on the first day of March, in the year eighteen hundred and thirty-four, to wit, at the district aforesaid, was indebted to the said plaintiff in a large sum of money, to wit, in the sum of forty thousand dollars, for divers goods, wares and merchandise, by the said plaintiff, before that time, sold and delivered to the said defendant, administrator as aforesaid, and at his special instance and request; and also, in another like sum of money for money by the said plaintiff before that time lent and advanced to, and paid, laid out, and expended for the said defendant, administrator as aforesaid, and at his like special instance and request; and also, in another like sum of money, for so much other money, by the said defendant, administrator as aforesaid, before that time had and received to and for the use of the said plaintiff; and being so indebted, the said defendant, administrator as aforesaid, in consideration thereof, afterwards, to wit, on the day and year last aforesaid, at the district aforesaid, undertook, and then and there faithfully promised the said plaintiff, to pay him the said several sums of money in this court mentioned, when the said defendant, administrator as aforesaid, should be thereunto afterwards requested.

And whereas also, the said defendant, administrator as aforesaid, afterwards, to wit, on the day and year last aforesaid, at the district aforesaid, accounted with the said plaintiff, of and concerning divers other sums of money before that time due and owing from the said defendant, administrator as aforesaid, to the said plaintiff, and then in arrear and unpaid; and upon such accounting, the said defendant, administrator as aforesaid, was then and there found to be in arrear and indebted to the said plaintiff in another large sum of money; to wit, in the further sum of forty thousand dollars; and being so found in arrear and indebted, the said defendant, administrator as aforesaid, in consideration thereof, afterwards, to wit, on the day and year last aforesaid, at the district aforesaid, undertook, and faithfully promised the said plaintiff, to pay him the last mentioned sum of money, when the said defendant, administrator as aforesaid, should be thereto afterwards requested.

Nevertheless, the said Albert, in his lifetime, and the said defendant, administrator as aforesaid, after the death of the said Albert, not regarding their said promises and undertakings, have not, nor hath either of them as yet paid the said several sums of money, or any or either of them, or any part thereof, to the said plaintiff, (although

often requested so to do,) but to pay the same, or any part thereof, to the said plaintiff, the said Albert, in his lifetime, wholly refused, and the said defendant hath ever since the death of the said Albert hitherto wholly refused, and still refuses so to do, to the damage of the said plaintiff sixty thousand dollars, and therefore he brings his suit, &c.

NATHANIEL WILLIAMS,
Attorney for Plaintiff.

A copy of which said declaration was made and sent with the said writ to the marshal of the district aforesaid, thereon endorsed "To be served on the defendant with the writ."

At which eighth day of April, in the year of our Lord one thousand eight hundred and thirty-four, being the day of the return of the aforegoing writ, comes into the Circuit Court here the said John H. Duffy, by his attorney aforesaid, and the marshal of the district of Maryland aforesaid, to wit, Thomas Finley, gentleman, to whom the said aforegoing writ was in form aforesaid directed, makes return thereof to the court here thus endorsed, to wit:

RETURN.

"Cepi, 17th March, 1834. Copy left.
"THO. FINLEY, *Marshal.*"

And the said James Neale being called, appears in the Circuit Court here, by Reverdy Johnson and John V. L. McMahon, his attorneys; and thereupon, on motion of the said John H. Duffy, by his attorney aforesaid,

RULE PLEA.

It is ruled by the court here, that the said James Neale answer to the declaration aforesaid of the said John H. Duffy in the plea aforesaid, or judgment by the court here will be entered against him in default thereof; and the said James Neale, by his attorneys aforesaid, defends the force and injury, when, and so forth, and prays leave of the court here to imparle until the first day of November next, and then to answer to the declaration aforesaid of the said John H. Duffy in the plea aforesaid, and to him it is granted; the same day is given to the aforesaid John H. Duffy, also.

At which said first day of November, in the year of our Lord one thousand eight hundred and thirty-four, to which said day, the said James Neale had leave to imparle, and then to answer to the declaration aforesaid of the said John H. Duffy in the plea aforesaid, comes again into the Circuit Court here, as well the said John H. Duffy, by his attorney aforesaid, as the said James Neale, by his attorneys aforesaid.

Hereupon, further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties and their

attorneys aforesaid, and by order of the court here thereon is further continued until the eighth day of April next.

At which said eighth day of April, in the year of our Lord one thousand eight hundred and thirty-five, comes again unto the Circuit Court here, as well the said John H. Duffy, by his attorney aforesaid, as the said James Neale, by his attorneys aforesaid

Thereupon further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties and their attorneys aforesaid, is further continued until the first day of November next.

At which said first day of November, in the year of our Lord one thousand eight hundred and thirty-five, comes again into the Circuit Court here, as well the said John H. Duffy, by his attorney aforesaid, as the said James Neale, by his attorneys aforesaid.

Thereupon, further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties and their attorneys aforesaid, and by order of the court here thereon, is further continued until the eighth day of April next.

At which said eighth day of April, in the year of our Lord one thousand eight hundred and thirty-six, comes again into the Circuit Court here, the said John H. Duffy, by Nath'l Williams and John Glenn, his attorneys, and the said James Neale doth not come.

SUGGESTION OF DEFENDANT'S DEATH.

And the said John H. Duffy, by his attorneys aforesaid, suggests to the court here, that after the last continuance of the plea aforesaid, and before this day, to wit, at the district aforesaid, the said James Neale departed this life, and the same is not denied. Whereupon, on motion of the said John H. Duffy, by his attorneys aforesaid, leave is given by the court here to the said John H. Duffy, according to the statute in such case made and provided, to issue summon returnable to the next term. directed to the administratrix and administrator de bonis non of the said Albert P. De Valengin, to appear and defend in the plea aforesaid, and such summon accordingly issues forth out of the Circuit Court here, in the words and of the tenor following, to wit:

SUMMON FOR THE ADMINISTRATORS DE BONIS NON OF A. P. DE VALENGIN.

THE UNITED STATES OF AMERICA,

District of Maryland, to wit:

To the Marshal for the Maryland District—*Greeting:*

Whereas James Neale, late of the district of Maryland, a citizen of the state of Maryland, administrator of all and singular the [SEAL.] goods and chattels, rights and credits, which were of Albert P. De Valengin, deceased, was heretofore summoned to be

and appear in the Circuit Court of the United States for the fourth circuit in and for the Maryland District, to answer unto John H. Duffy, a citizen of the state of New-York, in a plea of trespass on the case, &c., to which said plea the said James Neale appeared and imparled. And whereas, the said James Neale is since deceased, as appears by the suggestion of the said John H. Duffy, Therefore, you are hereby commanded to summon Wilhelmina De Valengin, administratrix, and George Gordon Belt, administrator, of all and singular the goods and chattels, rights and credits, which were of said Albert P. De Valengin, at the time of his death unadministered by the said James Neale, administrator as aforesaid, in his lifetime, that they be and appear before the said Circuit Court, to be held at the city of Baltimore, on the eighth day of April next, to answer unto the said John H. Duffy in the plea aforesaid, according to the directions of the statute in such case made and provided, if to them it shall seem meet. Hereof you are not to fail at your peril, and have you then and there this writ.

Witness the Honourable Roger B. Taney, Chief Justice of our Supreme Court, the second Monday in January, in the year of our Lord one thousand eight hundred and thirty-six.

N. W. Issued 23d April, 1836.

THO. SPICER, *Clerk Circuit Court.*

Thereupon further process of and upon the premises, is, by the court here, further continued until the first day of November next; the same day is given to the said John H. Duffy, then and there, &c.

At which said first day of November, in the year of our Lord one thousand eight hundred and thirty-six, comes again into the Circuit Court here, the said John H. Duffy, by his attorneys aforesaid, and now here also comes Wilhelmina De Valengin, admistratrix, and George Gordon Belt, administrator de bonis non, of the said Albert P. De Valengin, in pursuance of the said summon, by Reverdy Johnson and John V. L. McMahon, their attorneys.

MOTION FOR LEAVE TO AMEND THE NAR.

And the said John H. Duffy, by his attorneys aforesaid, prays leave of the court here, according to the form of the statute in such case made and provided, to amend his declaration aforesaid, and declare anew against the said James Neale, in the plea aforesaid,

LEAVE GRANTED.

And it is granted to him. Thereupon the said John H. Duffy, by his attorneys aforesaid, declares anew against the said James Neale in the plea aforesaid, in manner and form, and of the tenor following, to wit:

AMENDED NAR.

Circuit Court of the United States for the fourth Circuit, in and for the District of Maryland.

District of Maryland, ss.

James Neale, late of the district of Maryland, merchant, a citizen of the state of Maryland, administrator of all and singular the goods and chattels, rights and credits, which were of Albert P. De Valengin, deceased, at the time of his death, who died intestate, and who in his lifetime was a citizen of the state of Maryland, was attached to answer unto John Haggarty Duffy, a citizen of the state of New-York, in a plea of trespass on the case, &c.

And whereupon the said John H. Duffy, the plaintiff in this case, by Nathaniel Williams, his attorney, complains, for that whereas the said James Neale, as administrator as aforesaid, defendant in this action, on the first day of March, in the year eighteen hundred and thirty-four, to wit, at the district aforesaid, was indebted to the said plaintiff in a large sum of money, to wit, in the sum of forty thousand dollars, for divers goods, wares and merchandise, by the said plaintiff before that time sold and delivered to the said defendant, administrator as aforesaid, and at his special instance and request. And also, in another like sum of money, for money by the said plaintiff before that time lent and advanced to, and paid, laid out and expended, for the said defendant, administrator as aforesaid, and at his like special instance and request. And also in another like sum of money, for so much other money by the said defendant, administrator as aforesaid, before that time had and received to and for the use of the said plaintiff; and being so indebted, the said defendant, administrator as aforesaid, in consideration thereof, afterwards, to wit, on the day and year last aforesaid, at the district aforesaid, undertook, and then and there faithfully promised the said plaintiff, to pay him the said several sums of money in this count mentioned, when the said defendant, administrator as aforesaid, should be thereunto afterwards requested.

And whereas also, the said defendant, administrator as aforesaid, afterwards, to wit, on the day and year last aforesaid, at the district aforesaid, accounted with the said plaintiff of and concerning divers other sums of money before that time due and owing from the said defendant, administrator as aforesaid, to the said plaintiff, and then in arrear and unpaid; and upon such accounting, the said defendant, administrator as aforesaid, was then and there found to be in arrear and indebted to the said plaintiff in another large sum of money, to wit, in the further sum of forty thousand dollars, and being so found in arrear and indebted, the said defendant, administrator as aforesaid, in consideration thereof, afterwards, to wit, on the day and year last aforesaid, at the district aforesaid, undertook, and faithfully promised the said plaintiff, to pay him the last mentioned sum of money, when

the said defendant, administrator as aforesaid, should be thereto afterwards requested.

Nevertheless, the said Albert, in his lifetime, and the said defendant, administrator aforesaid, after the death of the said Albert, not regarding their said promises and undertakings, have not, nor hath either of them as yet, paid the said several sums of money, or any or either of them, or any part thereof to the said plaintiff, (though often requested so to do,) but to pay the same, or any part thereof, to the said plaintiff, the said Albert, in his lifetime, wholly refused; and the said defendant hath ever since the death of the said Albert hitherto wholly refused, and still refuses so to do, to the damage of the said plaintiff sixty thousand dollars, and therefore he brings his suit, &c.

NATHANIEL WILLIAMS,
Attorney for Plaintiff.

NON ASSUMPSIT AND ISSUE.

And the said Wilhelmina De Valengin and George Gordon Belt, by their attorneys as aforesaid, defend the force and injury, when, and so forth, and say that the said James Neale, administrator as aforesaid, in his lifetime, did not assume and take upon himself, in manner and form as the said John H. Duffy hath above complained against him, and of this they put themselves upon the country; and the said John H. Duffy, in like manner, and so forth.

PLENE ADMINISTRAVIT.

And the said Wilhelmina De Valengin, administratrix, and George Gordon Belt, administrator de bonis non, as aforesaid, with leave of the court here, according to the form of the statute in such case made and provided, further defend the force and injury, when, and so forth, and say, that the said John H. Duffy, his action aforesaid against them to have or maintain ought not, because they say, that they have fully administered the goods and chattels, rights and credits, which belonged to the said Albert P. De Valengin at the time of his death, and which have ever come to, or been in their hands to be administered, that is to say, at the district aforesaid; and that they the said Wilhelmina De Valengin and George Gordon Belt have no goods or chattels, which were of the said Albert P. De Valengin at the time of his death, in their hands to be administered, nor had on the day of the impetration of the original writ in this cause, nor ever after, and this they are ready to verify. Wherefore they pray judgment if the said John H. Duffy his action aforesaid thereof against them to have or maintain, ought, &c.

REPLICATION AND ISSUE.

And the said John H. Duffy, as to the second plea of the said Wilhelmina De Valengin and George Gordon Belt, by them above

pleaded; by way of replication thereunto, saith, that he ought not to be precluded from having or maintaining his action aforesaid, by any thing in the plea of the said Wilhelmina De Valengin and George Gordon Belt alleged, because he saith that the said Wilhelmina and George, at the time of the impetration of the original writ aforesaid in this cause, and since, had in their hands unadministered goods and chattels, rights and credits, which were of the said Albert P. De Valengin, at the time of his death, sufficient to have paid and satisfied the said John H. Duffy, his damages aforesaid, by occasion of the non-performance of the promises and assumptions aforesaid, to wit: at the district aforesaid; and this he prays may be inquired of by the country; and the said Wilhelmina and George, in like manner, &c.

Wherefore for trying the issues aforesaid, let a jury thereon appear before the court here immediately, by whom, &c. and who neither and so forth, to recognise and so forth, because as well, and so forth; thereupon it is ordered by the court here that twenty persons from the pannel of petit jurors returned to the court here by the marshal of the district aforesaid, be drawn by ballot; and thereupon the twenty persons being so drawn by ballot, and written upon two lists, one of which said lists is delivered to the counsel for the respective parties, and the counsel for each of the said parties having stricken out four persons from the said lists, thereupon the remaining twelve persons being called, come, that is to say,

JURY.

John Creagh, Joseph Raison, David Breirly, John P. Hooper, Henry Webb, John Lamb, Lewis Kemp, Nicholas Gatch, Isaac Hoshal, Walter Perdue, Benjamin O. Loundes, and Thomas G. Howard, who being impannelled and sworn to say the truth in the premises,

VERDICT.

Upon their oath do say, that the said James Neale did, in his life-time, assume upon himself, and promise in manner and form as the said John H. Duffy hath within declared against him, and they assess the damages of the said John H. Duffy by reason of the non-performance of the promises and assumptions aforesaid, to the sum of fourteen thousand and thirteen dollars and sixty seven cents, current money.

And the said jurors upon their oath as to the second issue above joined, do say that the said James Neale, at the time of the impetration of the original writ of the said John H. Duffy, in this cause, had fully administered all and singular the goods and chattels which were of the said Albert P. De Valengin, at the time of his death in his hands to be administered; and that the said Wilhelmina and George have not, nor on the day of the impetration of the said original writ, or at any time since, had any goods or chattels which were of the said Albert P. De Valengin, at the time of his death in their hands to be administered, wherewith they were able to pay the damages

within specified, to be sustained by reason of the non-performance of the promises and assumptions aforesaid, or of any part thereof, to the said John H. Duffy, as they the said Wilhelmina and George, have within secondly by pleading alleged.

MOTION IN ARREST OF JUDGMENT.

DUFFY,
vs.
BELT and DE VALENGIN, Administrators,
de bonis non of DE VALENGIN.

In the Circuit Court of the United States, for Maryland District.
November Term 1836.

In this case the defendants, by their counsel, move to arrest the judgment,

1st. Because upon the finding of the jury on the issues joined in this case, no judgment can be entered against the defendants.

2d. Because there is a misjoinder of counts in the plaintiff's declaration.

J. V. L. McMAHON, } *Attorneys for*
R. JOHNSON. } *Defendants.*

Dec. 2d, 1836.

DUFFY,
vs.
BELT, &c. Adm. d. b. n. of DE VALENGIN. } Motion in arrest of judgment.

MOTION OVERRULED.

Which said motion having been considered, was not received by the court, the rules of this court having provided that every motion in arrest of judgment must be made, and the reasons thereof assigned in writing on the day next after the verdict shall have been rendered in the cause, which said rules are as follows viz:—

Rule 39th. If motion in arrest of judgment, or for new trial, the reasons thereof shall be filed in writing within two days after the verdict.

Rule 41st. Every motion for a new trial, or in arrest of judgment, must be made, and the reasons thereof assigned in writing, on the day next after the verdict; but with the leave of the court additional reasons may be assigned in writing before or at the argument.

JUDGMENT.

Therefore, it is considered by the court here, that the said John H. Duffy recover against the said Wilhelmina De Valengin, administra-

trix, and George Gordon Belt, administrator, de bonis non as aforesaid the said sum of fourteen thousand and thirteen dollars and sixty-seven cents, current money by the jurors aforesaid, in form aforesaid, assessed for his damages which he hath sustained by occasion of the non-performance of the promises and assumptions aforesaid, of the said James Neale, to be levied of the goods and chattels, which were of the said Albert P. De Valengin at the time of his death, and which shall hereafter come to the hands of the said Wilhelmina and George to be administered, if such goods and chattels shall come.

Memorandum:

Before the jurors aforesaid withdrew from the bar of the court here, the said Wilhelmina De Valengin and George Gordon Belt, by their attorneys aforesaid, tendered to the court here the following bill of exceptions, which were by the court here signed and sealed, and which are in form following, to wit:

DEFENDANTS' EXCEPTION.

JOHN H. DUFFY, *vs.* W. DE VALENGIN, Administratrix, GEORGE GORDON BELL, Administrator de bonis non of ALBERT P. DE VALENGIN.	Defendants' exception.

The plaintiff in this case, to support the issues on his part, offered in evidence to the jury, that he was a resident merchant of Buenos Ayres during the period of the war between that country and the government of Brazil, in the year 1828; and further offered in evidence the following commission, and the evidence taken under it:—

COMMISSION.

THE UNITED STATES OF AMERICA,

District of Maryland, sct:

To W. H. D. C. Wright, Daniel Giraud, Robert C. Wright, and John Southgate, of Rio de Janeiro, Esquires, Greeting:

Be it known, That you are appointed commissioners to examine evidences in a cause now depending in the Circuit Court [SEAL.] of the United States, for the fourth circuit, in and for the Maryland District, between John H. Duffy, plaintiff, and James Neale, administrator of Albert P. De Valengin, defendant. Therefore you or any three or two of you, are requested, having first taken the oath hereunto annexed, and also administered the annexed oath to the person whom you shall appoint as clerk, to attend the

execution of this commission, at such time and place as to you or any three or two of you shall seem convenient, you cause to come before you or any three or two of you, all such evidences as shall be named or produced to you, or any three or two of you by the plaintiff; and that you or any three or two of you, examine them upon their corporal oaths, to be by you or any three or two of you, administered upon the Holy Evangely of Almighty God, touching their knowledge or remembrance of any thing that may relate to the cause aforesaid; and having reduced the depositions of the witnesses so taken by you, or any three or two of you into writing, you send the same with this commission closed, under your or any three or two of your hands and seals, to the said Circuit Court, with all convenient speed.

Witness the Honorable John Marshall, Chief Justice of our Supreme Court, the first Monday of August, in the year of our Lord eighteen hundred and thirty-four.

N. W., issued 29th August, 1834.

THO. SPICER, *Clerk, Circuit Court.*

(COMMISSIONERS' OATH.)

You shall, according to the best of your skill and knowledge, truly, faithfully and without partiality to any or either of the parties, take the examinations and depositions of all and every witness and witnesses produced, and examined by virtue of the commission hereunto annexed upon the interrogatories now, or which may hereafter, before the said commission is closed, be produced to, and left with you by the plaintiff, so help you God.

John M. Southgate, and W. H. D. C. Wright, Esquires, personally appeared before me and made oath to the

Given under my hand and seal of office at Rio de Janeiro, this
[SEAL] tenth day of January, A. D. one thousand eight hundred and thirty-five.

JOHN MARTIN BAKER.
Consul U. S. of America, for Rio de Janeiro.

(CLERK'S OATH.)

You shall truly, faithfully, and without partiality to any or either of the parties in this cause, take, write down, and transcribe, the depositions of all and every the witness and witnesses produced before, and examined by the commissioners, or any three or two of them named in the commission hereunto annexed, as far forth as you are directed and employed by the said commissioners, or any three or two of them, to take, write down and transcribe the said depositions or any of them, so help you God.

JOHN H. DUFFY,
vs.
JAMES NEALE,
Administrator of
ALBERT P. DE VALENGIN.

Circuit Court of the United States for the fourth Circuit, District of Maryland.

INTERROGATORIES.

Interrogatories to be administered to witnesses on the part of the plaintiff.

Interrogatory First. Do you know the parties in this suit, and where have you known them, and did you know Albert P. De Valengin in his lifetime?

Interrogatory Second. Who was master of the American brig called the President Adams in 1828? was Albert P. De Valengin? did she, sometime in that year, sail on a voyage from the river Salado to Gibraltar; and was she captured by the forces of the emperor of Brazil, and carried into some port of that empire with her cargo?

Interrogatory Third. Has the said brig or her value, in whole or in part, been restored by the Brazilian government? and has her cargo or its value, in whole or in part, been so restored; and to what extent and amount?

Interrogatory Fourth. Do you or not, know of J. H. Duffy's (the plaintiff,) having on the voyage above referred to, shipped merchandise, to wit: ox hides, tocino, or lard and tallow, or any other articles in the said brig, and when, from what port or place? was it at the river Salado, and under what dependency is such place?

Interrogatory Fifth. If you know of such shipment or shipments, annex to your answer the particulars or invoices thereof, the originals or copies of the bills of lading, letters of instructions, or copies of them, and all other documents showing the nature, amounts, ownership and destination of such shipment or shipments.

Interrogatory Sixth. In whose name or names were such shipments made; if in the name of the captain aforesaid, why were they so shipped? and were they so done by an agreement between the said plaintiff and the Captain? annex to your answer copies of all letters addressed to the said captain by the plaintiff; and the originals or copies (if the originals cannot be produced) of all letters addressed to the plaintiff from the said captain, and testify to the truth of their signatures.

Interrogatory Seventh. To whom were the shipments belonging to the plaintiff on board the brig President Adams consigned? did they reach the place of consignment, or were they captured and detained in Brazil, and have they or not been restored by the Brazilian government? if so restored in specific or in value, to whom and in whose name, or in whose favour have they been so restored? has such restoration been made to Captain De Valengin, or to the defendant as his administrator? and what is the amount and value of such restoration?

Interrogatory Eighth. Is the plaintiff a citizen of the United States? if so, of what state? is it of New York; and do you know any other matter or thing material or beneficial for the plaintiff in this cause? If you [do,] state the same as fully and particularly, as if you were specially interrogated thereto.

NATHANIEL WILLIAMS,
Counsel for Plaintiff.

DEPOSITION OF JAMES BIRCKHEAD.

Answers of James Birckhead, of the house of Birckhead & Co. of Rio de Janeiro, to the annexed interrogatories in the case of John H. Duffy *vs.* James Neale, administrator of Albert P. De Valengin.

1st. I only know Mr. James Neale by correspondence. Mr. Duffy, I knew personally in Rio de Janeiro. I did know Albert P. De Valengin.

2d. Albert P. De Valengin was master of the brig President Adams when captured; she did sail on a voyage, and sometime in the year 1828, (I believe, for I answer from memory only,) from the river Salado for Gibraltar, and was captured by the naval forces of the emperor of Brazil, and carried into Monte Video, with her cargo, as I understand from the captain's protest and claim for damages, which he came to Rio de Janeiro to make upon this government.

3d. The letters to Mr. James Neale, invoices and memorandums of accounts and copy of the documents upon which the claim was settled, herewith will show what amount was recovered from this government for the capture of the President Adams, and how disposed of, and give all the information I am able to furnish, I believe, referring to the case.

4th. I have no information on the subject of Mr. J. H. Duffy's interest in the cargo on board the brig President Adams, at the time of her capture, further than that derived from his having exhibited to me some papers relating to the matter, and advised with me as to the best mode of getting his proportion of the amount recovered from this government; I believe his claim to be founded in justice, as well from the evidence he produced, as the fact of Captain P. De Valengin having appeared in the shipping documents of that vessel's cargo, as owner of an amount of property beyond what I believe he had money to pay for; and which this claim of Mr. Duffy's accounts for naturally and satisfactorily: De Valengin having covered his property on board the vessel, which was necessary to maintain the neutral character of the business, in case of being overhauled by any of the Brazilian vessels of war, Mr. Duffy being then a resident of Buenos Ayres, with which government Brazils was at war. The President Adams, as appears by protest and shipping documents, was laden at the river Salado, one of the tributaries of the La Plate, and in the territory of the government of Buenos Ayres.

5th. I give herewith copies of such documents as were in my possession to prove J. H. Duffy's claim, and recognise the signatures of Benjamin Carmon, Zimmerman Frazier & Co., and Albert P. De

Valengin, to those having their names. The originals of these documents have been returned to Mr. Duffy.

6th. The shipments were made in the name of Captain De Valengin, in order, I suppose, to give the property the character of neutrality, appearing by shipping documents to belong to the captain, and it was so agreed between the parties.

7th. The property in question was consigned to Captain De Valengin as owner, as appears by bill of lading and invoices. It did not reach the port of destination. The brig President Adams having been captured, and carried into Monte Video, where she was lost, as appears by the Captain's protest, made before the consul of the United States at Monte Video. An amount has been paid for the vessel and cargo, under the orders of the defendant, and the same remitted to him, as will fully and specifically appear in the copies of letters and invoices, and statements of account herewith.

8th. The plaintiff, Mr. J. H. Duffy, is, I believe, a citizen of the United States; of which state I am ignorant. I cannot state any thing further in the case, than that his claim appears just. I have made this statement in writing, to hand in to the commissioners, as more convenient to them and myself.

JAMES BIRCKHEAD.

Rio de Janeiro, 9th January, 1835.

Before us commissioners, appointed to take testimony in the case of John H. Duffy *vs.* James Neale, administrator of Albert P. De Valengin, personally appears James Birckhead, who being duly sworn on the holy evangely of Almighty God, deposed as hereabove written and subscribed by him, to the different interrogatories, and he further made oath, that the documents hereto attached in relation to the same, are true copies.

In testimony whereof, we have hereunto set our hands, and affixed our seals, this tenth day of January, in the year of our Lord one thousand eight hundred and thirty-five.

JOHN M. SOUTHGATE, [SEAL.]
W. H. D. C. WRIGHT. [SEAL.]

(Copy.)

LETTER FROM J. BIRCKHEAD, TO JAMES NEALE, DATED RIO DE JANEIRO, 12 JULY, 1833.

1. *Harriet.*
2. *John Laird.*

Rio de Janeiro, 12th July, 1833.

JAMES NEALE, ESQ., BALTIMORE.

Your favour of 29th April, came to hand a few days since, with papers relating to the prize case of the brig President Adams. Enclosed you will find a statement of the settlement, which was accomplished with much difficulty, and under no favorable feelings as to

justice; however, by perseverance a settlement was effected, and if as much as you might [have] hoped has not been recovered, the amount is more than I at one time had expected. The sum due thereon to you, and Captain De Valengin's estate, shall be shipped to you in coffee, as you direct, as soon as a favorable opportunity to purchase offers, and the vessels you name for the freight, or others offer. You will therefore please open a policy for the amount by vessel or vessels.

The crop of coffee as yet has not come forward freely; the demand is steady at 3 ‖ 470, c. 3 ‖ 500 per arroba; but little appears at market, at same time.

Very Respectfully,
Your obed't. servant,
J. BIRCKHEAD.

I have a letter from M. A. Thorndike, of Buenos Ayres, claiming an interest in the President Adams' cargo of 13-48ths, and have referred him to you on the subject.

LETTER FROM J. BIRCKHEAD TO J. NEALE, DATED RIO DE JANEIRO, 10 AUGUST, 1833.

1*st. Tuscaloosa.*
2*d. Delight.*

Rio de Janeiro, August 10, 1833.

JAMES NEALE, ESQ., BALTIMORE.

The brig Fortune, Captain Hervey, having arrived, I shall ship by her as much coffee on account of the concerned in the "President Adams," as she will carry, which let serve for your government as to insurance. Messrs. Zimmerman, Frazier & Co. and Mr. Thorndike, of Buenos Ayres, have preferred claims against this vessel.

Respectfully your
Obedient servant.
J. BIRCKHEAD.

(Copy.)

LETTER FROM J BIRCKHEAD TO J. NEALE, DATED RIO DE JANEIRO, 31 AUGUST, 1833.

Missouri, via Philadelphia.

Rio de Janeiro, 31 *August,* 1833.

JAMES NEALE, ESQ., BALTIMORE.

I have to advise my intention of shipping per brig Fortune, Captain Hervey, the amount due on account, the settlement of the claim of the President Adams, and in coffee, which please note for insurance; the vessel may take 1000 or 1500 bags; therefore, insure as interest may appear.

Yours, J. BIRCKHEAD.

(Copy.)

LETTER FROM J. BIRCKHEAD TO J. NEALE, DATED RIO JANEIRO, 14 SEPT. 1834.

1. *Frances Jane.*
2. *Fortune.*
3. *Maria.*

Rio de Janeiro, 14 *September*, 1833.

JAMES NEALE, ESQ., BALTIMORE.

Enclosed I hand invoice and bill of lading for No. 680 and P. 876 bags coffee, on board Brig Fortune, Captain Hervey, bound for Baltimore; the same to your address against settlement of prize Brig President Adams, Capt. A. P. De Valengin; also a statement of how much will go forward there against, after deducting an account due James Noble of Monte Video. The balance due herein will go per Brig Ohio, Captain Conkling. Business is very unpromising here, and likely to be worse. I have been requested to send some documents to prove a claim against this business on account of the cargo, and which I have no doubt is just, and will meet your satisfaction in getting clear of troublesome claims.

Very respectfully,
Your obedient servant,
J. BIRCKHEAD.

Invoice N 680 Bags Coffee Rs. 14,368 ‖ 294.
" P 876 " " " 18,487 ‖ 744.

(Copy.)

LETTER FROM J. BIRCKHEAD TO J. NEALE, DATED RIO JANEIRO, 19 SEPT. 1833.

1 *Ohio.*
2. *Globe.*

Rio de Janeiro, 19 *September*, 1833.

JAMES NEALE, ESQ., BALTIMORE.

Enclosed we hand you invoices and bills of lading for 86 bags coffee, amounting to rs.1,964 ‖ 646, acc. cargo per brig President Adams, 5 bags, amounting to rs. 114 ‖ 75 c. acc. Brig President Adams, and 25 bags, amounting to rs. 656 ‖ 120 acc. Captain de Valengin's private claim, which closes up this business, excepting the amount recovered for the officers and crew, which Mr. Brown considers as belonging to the government, or rather to go to them, if uncalled for, and to be held in deposit for that purpose. The amount we shall have to arrange for with them, or his consent, some how or other. We understand various claims will appear against the President Adams and cargo from Buenos Ayres, by Mr. Thorndike, Mr. Zimmerman, &c.

Your obed't servants,
J. BIRCKHEAD & CO.

INVOICE 29 BAGS COFFEE.

(COPY.)

Invoice of 29 bags Coffee, shipped by Birckhead & Co., on board the Brig Ohio, John A. Conkling, master, for Baltimore, for account and risk of the estate of the late Captain Albert P. De Valengin, and consigned to Mr. James Neale, viz.

D. V.	28 bags Coffee, wg. 140 arrobas					
	1 do. do. 3½					
29	143½ arrobas, ...	*c*	3.900	.	559	650
	Charges					
	Dezimo duty 9 per cent. on cost of Coffee above, . .			50 368		
	Consulado do. at 80 p. arroba, ...			11 480		
	29 bags at 600, ...			17 400		
	Porterage and labour, embarking at 90, ...			2 610		
	Guards attending embarkation, ...			200	82	058
					641	708
	Commission on Rs. 641$708 at 2½ per cent, say . .			.	14	412
				reas	656	120

Errors excepted.

BIRCKHEAD & Co.

Rio de Janeiro, 19 Sept. 1833.

INVOICE 876 BAGS COFFEE.

(COPY.)

Invoice of 876 bags Coffee, shipped by Birckhead & Co., on board the Brig Fortune, James Hervey, master, for Baltimore, for account and risk of whom it may concern, and consigned to Mr. James Neale, viz.

P.										
1		300 bags Coffee, wg.	1500 arrobas,			*a*	3.600	. .	5400	
2		200 do. do.	1000 do.			*a*	3.650	. .	3650	
3	100									
4	276									
	——	376 do. do.	1880			*a*	3.520	. .	6617	600
		876	4380						15667	600
		Charges								
		Dezimo duty 9 per cent on cost of Coffee above,						1410	084	
		Consulado do. at 80 p. arroba,						350	400	
		876 bags at 600,						525	600	
		Porterage and labour, embarking at 90,						78	840	
		Guards attending embarkation,						4	300	2369 224
										18036 824
		Commission on Rs. 18036‖824 at 2½ per cent.								450 920
									reas	18487 744

Errors excepted.

BIRCKHEAD & Co.

Rio de Janeiro, 13 Sept. 1833.

INVOICE 680 BAGS COFFEE.

(COPY.)

Invoice of 680 bags Coffee, shipped by Birckhead & Co., on board the Brig Fortune, for Baltimore, Captain James Hervey, for account and risk of whom it may concern, and consigned to Mr. James Neale, viz.

N.									
1	23								
2	23								
5	30								
6	100								
	176	bags Coffee, wg.	880	arrobas	. . . .	3.650	. .	3212	
3	110								
10	28								
	138	do.	do.	690	. . . . .	3.600	. .	2484	
4	64								
7	38								
	102	do.	do.	510	. . . . .	3.520	. .	1795	200
8	220								
9	44								
	264	do.	do.	1320	. . . . .	3.550	. .	4686	
	680			3400	arrobas,			12177	200
				Charges					
	Dezimo duty 9 per cent. on cost of Coffee above,						1095	948	
	Consulado do. at 80 p. arroba,						272		
	680 bags at 600,						408		
	Porterage and labour, embarking at 90,						61	200	
	Guards attending embarkation,						3	500	1840 648
									14017 848
	Commission on Rs. 14017|848 at 2½ per cent,						. .	. .	350 446
								reas	14368 294

Errors excepted.

BIRCKHEAD & Co.

Rio de Janeiro, 13 Sept. 1833.

INVOICE 5 BAGS COFFEE.

(COPY.)

Invoice of 5 bags Coffee, shipped by Birckhead & Co., on board the Brig Ohio, John A. Conkling, master, for Baltimore, for account and risk of whom it may concern, and consigned to Mr. James Neale, viz.

P.	5 bags Coffee, wg. 25 arrobas, ...	a	3.900	. .	97	500
	Charges					
	Dezimo duty 9 per cent. on cost of Coffee above, .		8	775		
	Consulado do. 80 p. arroba, ...		2			
	Porterage and labour at 90, ...		.	450		
	Guards attending embarkation, ...		.	280	14	505
					112	005
	Commission on Rs. 112‖105 at 2½ per cent, . .		.	. .	2	751
				reas	114	756

Errors excepted.

BIRCKHEAD & Co.

Rio de Janeiro, 19 Sept. 1833.

STATEMENT OF ACCOUNT.

To invoice of 876 bags Coffee, per Fortune, . .	18487	744		
" " 5 " " " annexed, . .	114	756	18602	500
Cr.				
By proceeds amount received from Brazilian Government per Brig President Adams, ...		reas	18602	500

Errors excepted.

BIRCKHEAD & Co.

Rio de Janeiro, 19 Sept. 1833.

INVOICE 86 BAGS COFFEE.

(COPY.)

Invoice of 86 bags Coffee, shipped by Birckhead & Co., on board the Brig Ohio, John A. Conkling, master, for Baltimore, for account and risk of whom it may concern, and consigned to Mr. James Neale, viz.

N.	85 bags Coffee, wg. 425 arrobas.				
	1 do. do. do. 4				
	86 429 arrobas,	3.900	..	1673	100
	Charges				
	Dezimo duty 9 per cent. on cost of Coffee above,	150	579		
	Consulado do. at 80 per arroba,	34	320		
	86 bags at 600,	51	600		
	Porterage and labour embarking at 90,	7	740		
	Guards attending embarkation,	..	450	244	689
				1917	789
	Commission on Rs. 1917|789 at 2½ per cent.	..	..	46	859
	Errors excepted.		reas	1964	646
	BIRCKHEAD & CO.				
	Rio de Janeiro, 19 Sept. 1833.				

STATEMENT OF ACCOUNT.

	Dr.			
	To invoice of 680 bags Coffee per Fortune,	14368	294	
	" " 86 " " annexed,	1964	646	16332 940
	Cr.			
	By proceeds of amount received from Brazilian Government for cargo of Brig President Adams,	..	..	16332 940
	Errors excepted.			
	BIRCKHEAD & Co.			
	Rio de Janeiro, 19 Sept. 1833.			

AMOUNT AWARDED BY COMMISSIONERS.

PRESIDENT ADAMS.

Amount awarded by commissioners in payment of all claims Rs. 60,000‖ received in Government bonds at 62½ per cent, and sold at market prices, averaging, ...		Rs.	39.766	157
Proportion of the above amount received on account of the individual claim of James Neale as per document B handed by him, ... Rs.	20.355	000		
Charges.				
Law fees on the amount recovered 1 per cent. 203‖550				
Commission on same, 5 per cent. . . . . 1017‖750	1221	300	19.133	70
Proportion of ditto received on account of cargo shipped by Captain A. P. De Valengin, ...			17.871	000
Charges.				
Law fees on amount recovered, 1 per cent. . . .	178	710		
Commission on do. 5 per cent.	893	550	1072	260
		Rs.	16.798	740
Proportion of the amount received from the Government on account of claim for sundry articles lost and stolen belonging to the crew, ...		Rs.	822	157
Charges.				
Law fees on amount, 1 per cent.	8	221		
Commission on do. 5 do.	41	107	49	328
		Rs.	772	829
Proportion of amount awarded by commissioners received on account of sundry claims of Captain A. P. De Valengin for sundry articles stolen, and other individual claims, . .		Rs.	718	000
Charges.				
Law fees on account recovered, 1 per cent. . . .	7	180		
Commission on same 5 per cent, ...	35	900	43	080
		Rs.	674	920

Errors excepted.

BIRCKHEAD & Co.

Rio de Janeiro, 12 July, 1833.

STATEMENT.

Rs. 20.355‖000 account Mr. James Neale.
18.871‖000 account Cargo of Brig President Adams.
822‖157 account Crew of do.
718‖000 account Captain A. P. De Valengin.

39.766‖157

Errors excepted.

BIRCKHEAD & Co.

Rio de Janeiro, 12 July, 1833.

(COPY.)

James Noble's account against Brig President Adams.

Amount advanced Captain De Valengin of Brig President Adams.

1828, Sept. 15.	To amount cash paid him,	$160	
" " "	Paid for draft on Henry Miller & Co. in his favour,	200	
" " "	Cash paid him,	100	
" " 28	do.	36	
" " "	do. order favour Rogers,	10	04
		$506	04

Amount due Sept. 28, 1828, interest to be charged on the above bill recovered 2½ per cent. per month.

[Signed] JAMES NOBLE.

Monte Video, 14 July, 1829.

$506.04 a 1 ‖300 a dollar,	658	450
Interest from 28 Sept. 1828, to 14 July, 1833, 4 years 9 months, 16 days on $506.04 a 1 per cent. per month $292 a 1 ‖300,	379	560
	1038	900
Proportion of above charged as follows:		
James Neale,	531	200
Cargo,	465	800
Crew,	22	250
Captain,	18	800
	1038	050

BIRCKHEAD & CO.

Rio Janeiro, 31 August, 1833.

SECOND STATEMENT FORWARDED.

Brig President Adams.

Amount proceeds claimed on account James Neale as per statement rendered,	19.133	rs 700
Proportion James Noble's claim as per copy, his account herewith omitted in said statement,	531	200
Rs.	18.602	rs 500
Ditto on account of cargo,	16.798	740
Proportion of James Noble's claim,	465	800
Rs.	16.332	940
Ditto on account of Captain A. P. De Valengin,	674	920
Proportion of James Noble's claim,	18	rs 800
Rs.	656	rs 120
Ditto on account of crew,	772	829
Proportion of James Noble's claim,	22	250
Rs.	750	579

Errors excepted.

J. BIRCKHEAD.

Rio de Janeiro, 31 August, 1833.

CERTIFICATE OF BENJAMIN CARMAN AS TO THE SHIPMENT OF HIDES AND TALLOW, BY J. H. DUFFEY, ON BOARD THE BRIG P. ADAMS.

(Copy.)

This is to certify, that Mr. John H. Duffey shipped in all the month of June, A. D. 1828, on board the American brig President Adams, A. P. De Valengin, master, then laying in the river Salado, on the coast of the Rio de la Plata, and bound for Gibraltar, four thousand eight hundred and sixty ox and cow hides, four half pipes, thirty-four barrels, two half-barrels, and eleven kegs of lard, requesting me at the same time to pay the export duty on the same, which I accordingly done, and received afterwards the amount from the said Duffey. All of which came under my knowledge as consignee of the said brig, and being one of the parties in the then existing commercial house of Dana and Carman. I can also further observe, that Captain De Valengin, as well as the said Mr. Duffey, at the time of embarking the aforementioned hides and lard, assured me that the latter was the true and rightful owner of the aforesaid hides and lard. The said Duffey agreed to pay three and a-half cents United States' currency, per pound, on the hides, and ten per cent. primage, and one hundred and sixty-five Spanish milled dollars, and ten per cent. primage on the lard.

In witness whereof I have hereunto set my hand and seal, in Buenos Ayres, this 26th day of July, A. D. 1833.

(Signed) BENJAMIN CARMAN.

CERTIFICATE OF FRANCIS MOLDES.

(Copy.)

I, the undersigned, Francis Moldes, of Monte Video, do certify that being at the river Salado, in the months of June and July, in the year 1828, where I resided as the agent of Mr. John H. Duffey did receive from the said John H. Duffey, and ship by his orders on board of the American brig President Adams, Captain Albert P. De Valengin, then in the Salado, and bound to Gibraltar, the following property, viz.

Four thousand eight hundred and sixty ox and cow hides, four half-pipes, thirty-four barrels, two half-barrels and eleven kegs of lard or tocino. For all of which property Captain De Valengin handed me receipts, in conformity, or acknowledged the same to be laden on board, and for which he signed bills of lading.

I do further certify, that I advised the said John H. Duffey of the above operations, considering him to be the sole owner of the before named effects, and at the same time delivered to him the abovementioned receipts of Captain De Valengin.

In testimony of the facts as above stated, I hereby subscribe my name in Monte Video, 10th day of August, 1833.

(Signed) FRANCIS MOLDES.

United States Consulate, Monte Video.

Before me, personally appeared Francis Moldes, a resident of this city, and being solemnly sworn, did declare that the facts stated in the foregoing certificate or declaration, are just and true as therein set forth.

(SEAL.) Given under my hand and seal at Monte Video, 10th August, 1833.

(Signed) JAMES BOND,
Acting Consul.

LETTER FROM A. P. DE VALENGIN TO J. H. DUFFEY, DATED BALTIMORE, JANUARY 1, 1829.

(Copy.)

Baltimore, January 1, 1829.

J. H. Duffey, Esq.

Dear Sir—At the time of your writing me at Monte Video, you well and truly divined the cause of my silence. The capture of the P. A. has been ruinous indeed to me; however, I shall make no sermon on the occasion now, the thing is so, and I fear with but little prospect of speedy redress, at least I should judge so from the *mean* and *pitiful* policy adopted by our government hitherto toward that of Brazil. Whether the ensuing administration will use a more energetic and manly policy, remains to be proved; I think myself, that the change of president will make but little or no alteration in our existing *relations* with Brazil. The people at home in the U. S. are favorable to the Brazilians, and very politely judge all the Americans that clamor against them to have been much in the wrong, in fact to have deviated considerably from the path pursued by what is called the honest fair trader. Old English opinions of the trafficking Yankee, are now pretty generally in vogue with our *very* honest and church-going countrymen at home.

I had consular certificates of property attached to the invoice before leaving Buenos Ayres, and presented them to Mr. Tudor in Rio, together with such, that myself and friends James Noble and James Birckhead deemed ample proof of the vessel and property on board being actually American, (excepting such as was shipped by Gowland & Co.) Mr. Tudor, either from inclination or his instructions, is so excessively *sensitive*, where the interests of the Brazilian government are likely to be invaded, that he is not satisfied in his own mind that the part of the cargo certified to, is really American property; he now, I understand, requires full and explicit accounts or documents to prove fully and satisfactorily how the funds originated in Buenos Ayres with which those hides and tocino were purchased.

Would it not be necessary, in this situation of our affairs, to forward fair and proper bills of the hides and tocino as sold to me according to invoice price. Could I not show that I had funds in Buenos Ayres to make such a purchase? say by my interest in brig Frederick and

cargo, and brig Arethusa and cargo, both of which arrived safe up during the war; or if any better plan strikes you of explaining this fact to the satisfaction of Mr. Tudor and our Brazilian *relations*, embrace it at once, provided you could get such accounts properly certified, and send them, or have them sent to James Birckhead & Co. in Rio, as if by my order or request, so that the business may be rendered clear and plain to the prejudiced understanding of the American Charge and the Brazilian *nobles*.

I the other day received a letter from Jas. Birckhead & Co. of the 11th November, in which they inform me of the necessity of such proofs as above mentioned, as Mr. Tudor declines laying my claim before the Brazilian government with the documents he already has on the subject. He says he has been told by both English and American *gentlemen*, that part of the P. Adams' cargo was B. Ayrean's property. I did not exactly understand that part of your letter in which you hint at the possibility of my not having procured the necessary certificates of the property to the invoices before leaving Buenos Ayres—as I had thought I had shewn you the invoices with the certificates attached, but I could not be very certain of having done so, my mind being at the time of the receipt of your letter in a very unsettled state.

The certificates were attached to the invoices of hides and tocino as my property, according to your express desire. I had my doubts at the time that in case of accident, so much property appearing as mine, would look rather out of character; however, if a remedy can be hit upon in the way of explanation, to the satisfaction of Mr. Tudor, the sooner the better. Please present my compliments to Mr. Frazier and all friends, (if I have any in B. Ayres,) and believe me ever

Respectfully,
Your obedient Servant,
(Signed) ALBERT P. DE VALENGIN.

N. B. Owing to the scarcity of money when I left B. Ayres, I did not press Carman for money to pay my crew, who had been nearly twelve months on board the brig. I am now about to pay dearly for my foolishly good-natured forbearance, by being involved in law, and then left completely in the lurch. *Mem.* after this lesson, know better. Could you not get account sales of shipments from the U. S. proved, to shew how American funds originated in B. Ayres to purchase the hides.

(Signed) A. P. D. V.

LETTER FROM ZIMMERMAN, FRAZIER AND CO. TO WM. COZENS AND CO., DATED B. AYRES, JULY 1, 1828.

(Copy.)

Buenos Ayres, July 1, 1828.

Messrs. Wm. Cozens & Co.,
Gibraltar.

Gentlemen—The object of the present is to advise you that our

friend, Mr. John H. Duffey, has made a shipment of hides and pork, in the brig President Adams, bound to your port, consigned jointly to the captain, De Valengin, and your good selves. As this shipment has been made at our recommendation, we would request your particular attention to the same, as also to whatever orders Mr. Duffey may give relative to the disposition of the proceeds.

Remaining respectfully,

(Signed) ZIMMERMAN, FRAZIER & CO.

LETTER FROM J. H. DUFFEY TO WM. COZENS AND CO., DATED JULY 1, 1828.

July 1, 1828.

Messrs. Wm. Cozens & Co.,
Gibraltar.

Gentlemen—You will please be governed by the instructions of Messrs. Zimmerman, Frazier & Co. of this city, relative to the shipment above alluded to.

Yours respectfully,

(Signed) JOHN H. DUFFEY.

LETTER FROM ZIMMERMAN, FRAZIER AND CO. TO WM. COZENS AND CO., JULY 7, 1828.

July 7th, 1828.

Having made our arrangement with Mr. Duffey relative to the shipment alluded to in the annexed letter, we request you to remit the proceeds of the same in undoubted bills on London to our friends there, Messrs. Frederick Huth & Co., with instructions to place the amount to the credit of Messrs. Perit & Cabot, of Philadelphia.

We remain with regard,
Your most obedient servants,

(Signed) ZIMMERMAN, FRAZIER & CO.

We certify the preceding to be an extract of our letter book, containing literal copies of originals sent forward at the period to which they refer.

(Signed) ZIMMERMAN, FRAZIER & CO.

Buenos Ayres, July 22, 1833.

BILL LADING, 4860 OX HIDES.

(Copy Bill of Lading.)

Shipped in good order and well conditioned by on board the good brig called the President Adams, whereof Albert P. De Valengin is master for this present voyage, now lying in the port of Salado, and bound for Gibraltar, to say, four thousand eight hundred and sixty ox and cow hides, being marked and numbered as in the margin, and are to be delivered in like good order and well con-

ditioned at the aforesaid port of Gibraltar, the dangers of the seas only excepted, unto the master on board, or to his assigns, he or they paying freight for the said hides, at the rate of 3 1-2 cents of a Spanish dollar per pound weight, with 10 per cent. primage, and average accustomed.

In witness whereof, the master or purser of said vessel hath affirmed to three bills of lading, all of this tenor and date, one of which being accomplished the other three to stand void. Dated in Buenos Ayres, 28th day of June, 1828.

(Signed) ALBERT P. DE VALENGIN.

MARKED.

*a*B	1914
°I	262
E	100
R	202
P	68
A Z	1092
*	202
T	411
L	241
L R	5
Z	363
	4860

RECEIPT.

(COPY.)

Received on board brig President Adams, four thousand eight hundred and sixty-eight ox and cow hides, from Mr. Fran. Moldes, as per order of J. H. Duffey.

(Signed) ALBERT P. DE VALENGIN.

4858 Hides.

Salado, 16th July, 1828.

(COPY.)

Salado, June 28, 1828.

Received from M. Moldes four half pipes, eleven kegs and twenty Barrels of Tocina and hog's lard.

(Signed) ALBERT P. DE VALENGIN.

4 Half Pipes,
11 Kegs,
20 Barrels,

35 on board brig President Adams.

INVOICE OF HIDES.

(COPY.)

Invoice of Hides, shipped by Albert P. De Valengin, on board the American Brig President Adams of Baltimore, the said Albert P. De Valengin, master, bound for Gibraltar for account of said shipper, and to him consigned.

‖ B	1914	Ox	Hides,	wg.	38842*lb.*					
o I	262	"	"	"	4909					
F	100	"	"	"	1920					
R	202	"	"	"	4086					
P	68	"	"	"	1564					
A Z	1092	"	"	"	25116					
*	202	"	"	"	4646					
T	411	"	"	"	9453					
L	241	"	"	"	5543					
1 A	5	"	"	"	115					
Z	363	"	"	"	8349					
	4860				104,543*lb.*	2986 33-35 Pes : *á* 10 ‖4,			$31.362	7/8
						Charges.				
						Export duty on 4860 Hides *a* 1 *a*		$ 607 4		
						Cartage to Salado *a* $80 p. 130 Hides,		2990 6½		
						Bridge tax at Salado 14 Rs. p. 50,		170 1		
						Launch and peon hire in Salado,		360		
						Brokerage quarter per cent.		78 3½		
						Commission 2½ per cent.		889 2		
									5096	0½
									$36.458	7/8

Errors and omissions excepted.
Buenos Ayres, 28 June, 1828.

INVOICE OF TOCINO.

(COPY.)

Invoice of Tocino, shipped by Albert P. De Valengin, on board the American Brig President Adams of Baltimore, the said Albert P. De Valengin, master, bound for Gibraltar, for account of said shipper, and to him consigned.

‖ M	4	half pipes }	Tocino wg. 2208*lbs.*			
‖ "	2	barrels }				
‖ o I	30	barrels of	"	"	6400	
MAM	2	"	"	"	493	
	2½	"	"	"	246	
	11	kegs	"	"	341	
					9688*lbs.* *a* 2 Rls.	$2422
			Charges.			
	Launch hire in Salado,				$21	
	Peon hire,				16 4	
	Commission 2½ per cent.				61 4	99
						$2521

Errors and omissions excepted.
Buenos Ayres, 28 June, 1828.

(No. 1.)

Invoice of Tocino, shipped by Albert P. De Valengin, on board the American Brig President Adams of Baltimore, the said Albert P. De Valengin, master, bound for Gibraltar, for account and risk of said shipper, and to him consigned.

M	4	half pipes	Tocino wg.	2208 *lbs.*			
	2	barrels	do.				
o I	30	do.	do.	6400			
MAM	2	do.	do.	493			
	2	half	do.	246			
	11	kegs	do.	341			
				9688 *lbs.* net *a* 2½ Rials per pound,		$2422	
				Charges.			
	Launch hire at Salado,				$21		
	Peon hire,		do.		16 4		
						37	4
						2459	4
	Commission 2½ per cent.					61	4
						$2521	

Errors and omissions excepted.

ALBERT P. DE VALENGIN.

Buenos Ayres, 28 June, 1828.

(No. 2.)

Consulate of the United States at Buenos Ayres.

These are to certify that satisfactory evidence has been produced to me, that the merchandise described in the foregoing invoice is really and truly the property of Albert P. De Valengin, and that no other person has any share or part therein.

[SEAL.] In testimony whereof I have hereunto set my hand and official seal, this eighth day of July one thousand eight hundred and twenty-eight.

ROBERT KORTRIGHT.

BILL OF LADING, TOCINO.

(No. 3.)

Shipped in good order, and well conditioned, by Albert P. De Valengin, on board the good brig called the Presided Adams, whereof Albert P. De Valengin is master for this present voyage, and now lying in the port of Salado, and bound for Gibraltar, to say:

M 4 half pipes " 2 barrels σE. 30 MAM 2 half do. 2 barrels 11 kegs	Tocino.	Four half pipes Thirty-four barrels Two half do. Eleven kegs	Tocino.

Being marked and numbered as in the margin, and are to be delivered in like good order and well conditioned, at the aforesaid port of Gibraltar, (the dangers of the seas only excepted,) unto the master on board, or to his assigns, he or they paying freight for the said Tocino one hundred and sixty-five Spanish mill'd pillared dollars, with 10 per cent. primage and average accustomed. In witness whereof, the master or purser of the said vessel hath affirmed to three bills of lading all of this tenor and date, one of which being accomplished, the other two to stand void. Dated in Buenos Ayres, the 28th day of June, 1828.

ALBERT P. DE VALENGIN.

INVOICE OF HIDES.

[No. 4.]

Invoice of Hides shipped by Albert P. De Valengin, on board the American Brig President Adams of Baltimore, the said Albert P. De Valengin, master, bound for Gibraltar for account and risk of said shipper, and to him consigned.

R	1914	Ox Hides	wg.	38,842 *lbs.*		
°I	262	do.	"	4,909		
F	100	do.	"	1,920		
R	202	do.	"	4,086		
P	68	do.	"	1,564		
AZ	1092	do.	"	25,116		
*	202	do.	"	4,646		
T	411	do.	"	9,453		
L	241	do.	"	5,543		
LA	5	do.	"	115		
Z	363	do.	"	8,349		
	4860			104,543 *lbs.* is 2986 33-35 Pesadas *a* $10.4,		$30,206 4
				Charges.		
				Export duty 4860 Hides at 1 Rial per Hide,	$607.4	
				Cartage to Salado *a* $80 per 130 Hides,	2990.6	
				Ditto and bridge toll in Salado *a* 14 Rials per 50 Hides,	179.1	
				Launch and peon hire in Salado,	360	
				Brokerage *a* quarter per cent,	75.4	
						4203 7
						$34,410 3
				Commission 2½ per cent.		860 2
						$35,270 5

Errors and omissions excepted.

ALBERT P. DE VALENGIN.

Buenos Ayres, 28 June, 1828.

[No. 5.]

Consulate of the United States at Buenos Ayres.

These are to certify that satisfactory evidence has been produced to me, that the merchandise described in the foregoing invoice is really and truly the property of Albert P. De Valengin, and that no other person has any share or part therein.

[SEAL.] In testimony whereof I have hereunto set my hand and official seal this eighth day of July, one thousand eight hundred and twenty-eight.

ROBERT KORTRIGHT.

BILL OF LADING OF HIDES.

(No. 6.)

"B	1919
°I	262
F	100
R	202
P	68
AZ	1092
*	202
T	411
L	241
LA	5
Z	363
	4860 Ox hides.

Shipped, in good order and well conditioned, by Albert P. De Valengin, on board the good brig called the President Adams, whereof Albert P. De Valengin is master for this present voyage, now lying in the port of Salado, and bound for Gibraltar, to say, four thousand eight hundred and sixty ox hides, being marked and numbered as in the margin, and are to be delivered in like good order and well conditioned at the aforesaid port of Gibraltar, (the dangers of the seas only excepted,) unto the master on board, or to his assigns, he or they paying freight for the said hides, $3\frac{1}{2}$ cents per pound weight as delivered in Gibraltar, with 10 per cent. primage and average accustomed.

In witness whereof the master or purser of said vessel, hath affirmed to three bills of lading, all of the same tenor and date, one of which being accomplished the other two to stand void. Dated in Buenos Ayres, the 28th day of July, 1828.

ALBERT P. DE VALENGIN.

INVOICE 374 HIDES.

[No. 7.]

Invoice of Hides, shipped by Albert P. De Valengin, on board the Brig President Adams of Baltimore, the said Albert P. De Valengin, master, bound for Gibraltar, for account and risk of James Neale, of Baltimore, a citizen of the United States, and consigned to the master on board.

278	Ox Hides wg. 241 11-35 Pesadas at $10,			2413	1
90	do. " 2400 is 68 20-35 Pesadas at $7,			480	
6	do at 2,			12	
374				$2905	1
	Charges.				
	Export duty 1 Rial per Hide 374 Hides is	$ 46.6			
	Cartage and peon hire at Salado,	210			
	Stamp paper,	1			
	Brokerage and inspection, 1 per cent.	29			
				286	6
				$3,191	7
	Commission 2½ per cent.			79	6¼
				$3271	5¼

Errors and omissions excepted.

ALBERT P. DE VALENGIN.

Buenos Ayres, 28 June, 1828.

[No. 8.]

Consulate of the United States at Buenos Ayres.

These are to certify that satisfactory evidence has been produced to me, that the merchandise described in the foregoing invoice is really and truly the property of James Neale, of Baltimore, and that no other person has any share or part therein.

[SEAL.] In testimony whereof I have hereunto set my hand and official seal this eighth day of July, one thousand eight hundred and twenty-eight.

ROBERT KORTRIGHT.

BILL OF LADING OF 374 OX HIDES.

[No 9.]

Shipped in good order and well conditioned by Albert P. DeValengin on board the good brig called the President Adams, whereof Albert P. DeValengin is master for this present voyage, now lying in the port of Salado, and bound for Gibraltar, to say, three hundred and seventy-four ox hides, being marked and numbered as in the margin, and are to be delivered in like good order and well conditioned at the aforesaid port of Gibraltar (the dangers of the seas only excepted) unto the master on board, or to his assigns, he or they paying freight for the said hides 3½ cents per pound weight as delivered in Gibraltar, with 10 per cent. primage, and average accustomed. In witness whereof the master or purser of the said vessel hath affirmed to three bills of lading, all of this tenor and date, one of which being accomplished, the other two to stand void.

ALBERT P. DE VALENGIN.

Dated Buenos Ayres, the 28th day of June, 1828.

PROTEST.

[No. 10.]

Consulate of the United States of America.

MONTE VIDEO.

By this public instrument of protest, be it made known unto all whom it may concern, that on the twenty-eighth day of August, of the present year, before me, James Bond, acting Consul of the United States of America, personally appeared Albert P. DeValengin, master of the brig President Adams, of Baltimore, of the burthen of one hundred and ninety-nine tons, or thereabouts, and duly noted his protest against the capture and detention of said brig by certain vessels of the Brazilian blockading squadron, while on her voyage from the port of Rio Salado to Gibraltar, and also against the subsequent loss and destruction of said vessel and her cargo in this harbor of Monte Video, into which she had been conducted by a Brazilian prize crew, and afterwards, to wit, on the day of the date hereof before me the said acting consul, again came the said Albert P. De Valengin, for the purpose of extending said protest, and did then declare, protest and say, that his said vessel being tight, strong, sound and substantial, well manned and victualled, and in every respect well fitted for sea, on her intended voyage, received on board a full and complete cargo of hides, horns and tocino, at the port of Rio Salado, and set sail from Salado, bound to Gibraltar, on the 25th of the month of August, at 1 A. M. that at the time of sailing no Brazilian vessels of war were off the Salado, or any other indication of a blockade, nor had any such force been seen off there for some months; so far from it that Buenos Ayrean vessels of war of small force, were then lying

at anchor without the bar, and had been so for some days undisturbed by their enemy. That for four or five hours after leaving the bar of said Rio Salado, he experienced light winds from S. E. about 6, A. M., a fresh breeze sprung up E. S. E. and the weather became thick and hazy; at 8, A. M., two sail were discovered on the weather bow bearing about E. by compass, and apparently standing to the south-westward, appearer's vessel then steering N. E. half E. or N. E. by E. per compass by the wind, as he had hitherto been, said appearer soon discovered the strange vessels to be standing directly for him; at 9, A. M. made out the colors to be Imperial Brazilian, and about the same time observed the headmost vessel (both being brigs) to fire a gun; at about 10, A. M. the headmost brig fired a shot which fell short astern; she repeated the firing occasionally as she continued to gain on this appearer's brig, at 11, 30, A. M. was brought to and boarded by the leading vessel, which proved to be his Imperial Majesty's brig of war Coboclo, commanded by Captain James Ingles, who immediately ordered on board of his vessel all the passengers, the two mates, also all the crew, excepting only the steward and cook, allowing them to take no other baggage than their bedding; an officer and prize crew were then put on board, and took charge of the President Adams, and the American flag was hauled down. The latitude of the vessel when boarded was 35° 38 south, and longitude west from Greenwich 55° 54. That after entire possession and command was taken of said appearer's vessel, she was kept in company with the aforesaid two brigs of war, one the aforesaid Coboclo, and the other the 29th of August, as reported by the boarding officer, and both returning from seaward; the same evening the brig was anchored in company of the said two brigs of war, the wind blowing very fresh, and a rough sea on; at 5, A. M. on the 26th, the cable parted in the hause, the wind then a gale, and a rough breaking sea; the courses and jib were set, and under that sail the vessel's head was kept to the northward; on the 27th instant the land was seen ahead, bearing from compass N. E. by E. which proved to be the land of St. Loucia; at 7½, P. M. the light on Monte Video was discovered bearing per compass E. by N.; said appearer supposed it to be about 10½, P. M. when sail was taken in and she was brought up with the larboard bower anchor and cable, (a chain) but not until much difficulty and delay was experienced by the officer in taking in sail, (and the vessel therefore drifting fast to leeward) owing chiefly, so far as appearer could judge, to the very great ignorance (as seamen) of the prize crew, and their inactivity; the wind blowing very fresh on shore, and a considerable sea setting in from the eastward, at 11, P. M. or thereabouts, the chain parted, and the vessel in a few minutes, struck heavily on a reef of rocks to the southward of Rat Island, and not far distant from the shore of the Monte; immediately after the vessel struck, a shot was fired at her when in that distressed and helpless situation, which shot struck on the larboard side, forward, near the water line; within an hour after her going on the reef, she had three feet water on the cabin floor, in consequence of which nearly all the

baggage of said appearer, his passengers, officers and crew, was either totally destroyed, or so situated as rendered it impossible to save it at that time; this appearer further saith that from what few articles of clothing, charts, &c. belonging to himself, passengers, officers or crew, which were saved from the wreck, the only valuable or useful part of them were stolen from the trunks, &c. containing them, and while on board the Brazilian brig Josephine, where they were left on the night of the wreck, under most positive assurances of absolute safety. These things were stolen by the lieutenant, who was prizemaster of the President Adams; this mean and unofficer-like and truly piratical act, was done in presence of John Johnson, cook of the aforesaid brig President Adams. This appearer lastly saith, that he has used every endeavor possible for the preservation of the vessel and cargo, so long as she was under his control and command, and that whatever detention, losses and damages the same may have sustained, were entirely owing to the aforesaid circumstances, the illegal capture and accidents attending the same, and not through insufficiency of the said vessel, her tackle, apparel, or furniture, or the neglect or the default of him, the appearer, or any of his crew; and the said appearer, in common with his countrymen, declares he must, however unwillingly, believe that such aggressions on American property and maltreatment of its citizens, can emanate only from an unprovoked hostile feeling towards the United States and its citizens, who have hitherto ever endeavored so long as sufferance was bearable, to prove to all commercial nations their anxious wish to preserve a friendly feeling and reciprocate good offices. Therefore, he the same appearer hath protested, and by these presents doth protest against the illegal and forcible capture of his vessel and cargo by the aforesaid Imperial Brazilian brig or brigs of war, inasmuch as no blockading force had been off the Salado for several months before the sailing of said appearer's vessel; therefore, it is appearer's opinion that no legal or reasonable evidence can be brought forward or maintained with any show of reason or truth of the fact of the said port of Rio Salado being blockaded, as by reference to the continual and uninterrupted entry and sailing of vessels of every class and denomination into and from that port, for so long a time as abovementioned, can be most fully and clearly demonstrated. Therefore, this said appearer protests against the capture of his vessel and cargo as a grossly illegal and violent proceeding; also he protests against the several circumstances and accidents as before stated, also against all and every person or persons interested or concerned therein for all losses, costs, charges, damages, detention, and expenses whatsoever, that have or hath, shall or may happen by reason thereof, to the end that the same may be borne and sustained by those who in justice and equity ought to bear and sustain the same.

And Robert Hart, 1st mate, Emanuel Gomez, 2d mate, Jacob Johnson, Charles M. Brian and John Johnson, seamen of said brig President Adams, also appeared as aforesaid, and the foregoing declaration of protest having been read over to them, they did on oath,

declare that the contents of the same are just and true as therein alleged, as far as the facts came under their own observation.

(Signed) ALBERT P. DE VALENGIN.
ROBERT HART,
EMANUEL GOMEZ,
JACOB JOHNSON,
CHALES M. BRIAN,
JOHN JOHNSON.

And I, the said acting consul at the request of the said Albert P. De Valengin, master of the brig President Adams of Baltimore, do also protest against the same in manner and terms preceding. Done at Monte Video, this ninth day of September, one thousand eight hundred and twenty-eight.

(Signed) JAMES BOND,
Acting Consul.

(No. 11.)

Consulate of the United States,
Monte Video,

In testimony that the foregoing is a true copy of the original protest recorded in this office, I have hereunto set my hand and the seal of this consulate, at Monte Video, this tenth day of September, 1828.

[SEAL.] JAMES BOND,
Acting Consul.

ESTIMATE OF PROPERTY LOST OR STOLEN BELONGING TO A. P. DE VALENGIN.

(No. 12.)

Account and estimate of sundry articles lost and stolen by reason of the illegal capture by a Brazilian naval force, and ultimately the loss, while in their possession, of the American brig President Adams, of Baltimore, the said articles so stolen and lost, having been the property of Albert P. De Valengin, late [late] master of the aforesaid brig: viz.

	Spanish Dolls.
1 brass sextant, valued at	$120
1 hanging compass,	15
2 pair pistols, 1 pr. $50, 1 pr. $30,	80
2 set shaving apparatus, razors, &c.	50
Clothing of different descriptions,	250
1 bag containing boots and shoes,	40
Books, nautical and others,	100
3 charts, at $7 each,	21
3 hats,	20
1 spy glass,	20
A quantity of small articles, stolen out of chest, as case nautical instruments, &c.,	60
	$776

(No. 13.)

Consulate of the United States,
Monte Video.

Before me, James Bond, Acting Consul of the United States, personally appeared Albert P. De Valengin, late master of the brig President Adams, of Baltimore, who declared on oath, that the account on the other side written, is a true estimate of the value of the property lost by him in consequence of the capture of said vessel by the Brazilian blockading squadron as far as he can ascertain the same.

Given under my hand and seal of office, at Monte Video, this 11th day of September, 1828.

[SEAL.] JAMES BOND.

ESTIMATE OF PROPERTY BELONGING TO R. HART, FIRST MATE BRIG PRESIDENT ADAMS.

(No. 14.)

Account and estimate of sundry articles lost and stolen by the illegal capture by a Brazilian naval force, and ultimately the loss while in their possession, of the American brig President Adams, of Baltimore, the said articles having been the property of Robert Hart, late first mate of the aforesaid brig, viz.

	Spanish Dollars.
1 chest, containing wearing apparel,	275
1 quadrant, and other instruments,	47
Charts and nautical books,	24
1 spy-glass,	18
3 pair shoes,	9
Sundry tools stolen from chest,	37
	$410

ROBERT HART.

(No. 15.)

Consulate of the United States of America,
Monte Video.

Before me, this day, personally appeared, Robert Hart, late first mate of the brig President Adams, of Baltimore, and declared on oath that the account on the other side written, is a true and correct estimate of the value of the property lost by him in consequence of the capture of the aforesaid brig, by the Brazilian squadron, as nearly as he can ascertain the same.

[SEAL.] Given under my hand and seal of office, at Monte Video, this 9th day of September, 1828.

JAMES BOND,
Acting Consul.

ESTIMATE OF PROPERTY BELONGING TO THE CREW OF THE BRIG P. ADAMS, LOST OR STOLEN.

No. 16.

Account and estimate of sundry articles of clothing, &c. lost by reason of the illegal capture by a Brazilian naval force of the American brig President Adams of Baltimore, Albert P. De Valengin, late master, and which said brig was finally lost in the harbour of Monte Video, while in possession of the aforesaid Brazilian force; the property, as herein specified, having belonged to the seamen of said brig President Adams, and who have affixed to their respective names the amount and value of articles so lost, viz.

	Spanish Dollars.
George Garwood, clothing, bedding, books, quadrant, &c.	70
Jacob Elliott, chest of clothing and bedding	90
Joseph Williams, clothing and 1 watch	40
Jacob Johnson, chest of clothing and bedding	50
Charles M. Brian, chest of clothing and books	50
James M. Warden, chest of clothing	40
John Brown, chest of clothing	30
John Johnson, chest of clothing	40
	$410

(No. 17.)

Consulate of the United States, Monte Video.

Before me, James Brown, acting Consul of the United States, personally appeared George Garwood, Jacob Elliott, Joseph Williams, Jacob Johnson, Charles M. Brian, James M. Warden, John Brown, and John Johnson, who severally declare on oath, that the statement on the other side written is a correct value of the property respectively lost by them in consequence of the capture of the brig President Adams of Baltimore by the Brazilian blockading squadron, as nearly as they can ascertain the same

Given under my hand seal of office at Monte Video, this tenth day of September, 1828.

[SEAL.] JAMES BOND, *Acting Consul.*

ESTIMATE OF PROPERTY BELONGING TO E. GOMEZ, SECOND MATE OF THE BRIG P. ADAMS, LOST OR STOLEN.

(No. 18.)

Account and estimate of sundry articles lost and stolen by reason of the illegal capture by a Brazilian force, and ultimately the loss, while in their possession of the brig President Adams of Baltimore, the said articles so stolen and lost having been the property of Emanuel Gomez, second mate of the aforesaid brig, viz.

	Spanish Dollars.
1 chest and wearing apparel	230
Quadrant and instruments	50
Spy-glass	15
Charts and nautical books	27
Hat and shoes	14
	$336

EMANUEL GOMEZ.

(No. 19.)

Consulate of the United States, Monte Video.

Before me, James Bond, acting consul of the United States, this day personally appeared Emanuel Gomez, late second mate of the brig President Adams of Baltimore, who declared on oath that the account on the other side written is a true and correct estimate of the value of the property lost by him, by the capture of said vessel by the Brazilian squadron, as near as he can ascertain the same.

Given under my hand and the seal of this consulate at Monte Video, this 9th of September, 1828.

[SEAL.] JAMES BOND.

RETURN OF THE APPRAISERS.

(No. 20.)

(COPY.)

To James Bond, Esq. Acting Consul of the United States:

SIR—Agreeably to your warrant of the fourth instant, we, the undersigned shipmasters, having met, and on a true investigation of the matter, do report as follows:

That it is our opinion the brig President Adams and her appurtenances, at the time of her capture, were worth, and we value the same at the sum of fifteen thousand six hundred Spanish pillared dollars, and also the armament, consisting of two signal guns, with ammunition, &c. at four hundred Spanish pillared dollars.

$16,000.

(Signed) JAMES FRAZIER, JOHN WIGHTMAN, ELIPHALET DAVIS.

(No. 21.)

Consulate of the United States, Monte Video.

This day personally appeared James Frazier, John Wightman, and Eliphalet Davis, and made oath that the statement on the other side

written, and by them subscribed, is a true and impartial estimate of the value of the brig President Adams and of her armament, according to the best of their judgment and belief.

Monte Video, 5th Sept. 1828.

(Signed) JAMES BOND.

(No. 22.)

Consulate of the United Stats of America, Monte Video.

I, James Bond, acting consul of the United States, certify, that the foregoing document is a correct copy of the original report of the valuation of the brig President Adams, returned on oath, on file in this office, made in pursuance of a warrant issued by me on behalf of the claimants of said vessel, and that the persons whose names are subscribed thereto are respectable shipmasters, and are, in my opinion, from their experience and personal knowledge of the vessel, competent to judge of the value of the same.

Given under my hand and the seal of this consulate, at Monte Video, September the thirteenth, 1828.

[SEAL.] JAMES BOND,
Acting Consul.

(No. 23.)

We, the undersigned, merchants residing in Monte Video, do hereby certify, that the current price of hides, good ox and cow, at Gibraltar, by the last quotations of 1st April, was twenty-two dollars per cwt.

JAMES NOBLE,
ZIMMERMAN, FRAZIER & Co.
BERTRAM, LE BRETON & Co.

Monte Video, 4th September, 1828.

(No. 24.)

Consulate of the United States of America, Monte Video.

I, James Bond, acting consul of the United States, hereby certify, that the signatures subscribed to the certificate on the other side written, are those of James Noble, Esq., Messrs. Zimmerman, Frazier & Co., and Bertram, Le Breton & Co., respectable merchants of this city, to me well known, and that said certificate is deserving of full faith and credit.

Given under my hand and seal of office, at Monte Video, this twelfth day of September, one thousand eight hundred and twenty-eight.

[SEAL.] JAMES BOND.

[No. 25.]

Captain Albert P. De Valengin

1828. To United States Consulate, Dr.

Aug. 28,	To entry of protest against capture, and loss of Brig President Adams,		$2	
Sept. 4,	To warrant for estimating value of vessel, &c.		2	
9,	To extension of protest and copy,		17	
10,	4 certificates on account of property lost,		8	
12,	To certificate on statement of Gibraltar prices,		2	
13,	To certified copy of report of valuation, &c.		3	
15,	To amount paid 3 surveyors for estimating value of vessel 4 Rls. each,	*a* $18 55 4		
	Commission,	2 6		
		58 2	48	56
	Currency United States,		$82	56

Received payment of Captain De Valengin

J. BOND.

Monte Video, September 15, 1828.

[No. 26.]

Captain De Valengin

To Margaret I. Rogert, Dr.

To 18 days' board and lodging from 29 August to 15 Sept. both days inclusive *a* $2,	$36	

Monte Video, 15 September, 1828.

Received payment in full

per M. J. ROGERT,

W. M. HOUSTON.

[No. 27.]

Captain De Valengin, Brig President Adams,

To Roger Smith & Co.

1828.	To clothing, &c., for seamen,		28	4
	Stores and passage to Rio de Janeiro,		85	
			$113	4

Monte Video, 17 September, 1828.

Received payment in full,

ROGER SMITH.

STATEMENT OF THE CLAIM AGAINST THE GOVERNMENT OF BRAZIL.

[No. 28.]

Dr. Government of Brazil

To Albert P. De Valengin master and agent of the American Brig President Adams of Baltimore, illegally captured by a Brazilian naval force, and finally lost in the harbour of Monte Video whilst in their possession.

Estimate of actual value of Brig President Adams, her cargo, appurtenances, freight, and expenses resulting from her illegal capture, viz.

The vessel, together with her furniture, armament, &c. as per valuation herewith, Spanish dollars,		$16,000	
Provisions, stores, &c. of every kind, $3765 Buenos Ayres Currency at $47 per doubloon of $17 Spanish,		1361	75
Sundry articles stolen from the master and otherwise lost as pr. estimate herewith,		776	
Sundry articles of clothing, instruments, &c. lost and stolen from the mates and crew of the Brig as pr estimates herewith,		1156	
Estimate of the value of the cargo American property,			
5234 Ox Hides, wg. 115,389 *lbs. a* $22 pr. cwt. cost price at Gibralter pr. last quotations, as per merchants' certificate herewith,		22,665	44
9688 *lbs.* Tocino *a* 3 Rials per *lb.*		3633	
Freight to Gibraltar on 9555 Hides wg. 257,985 *lbs.* at 3½ cents per *lb.* average wg. 27 *lbs.* per Hide,	9029 47½		
Ditto, on Tocino, as per Bill Lading,	165		
	$9124 47½		
Primage on above freight *a* 10 per cent,	919 44	10113	91½
United States Consul's bill in Monte Video as herewith,		82	56
The master's expenses in Monte Video,		36	
Expenses of passage to Rio Janeiro,		113	50
		$55,938	16½

DECLARATION OF CAPTAIN DE VALENGIN.

(No. 29.)

Know all men, that Albert P. De Valengin, late master of the American Brig President Adams of Baltimore, illegally captured by a Brazilian naval force, declares, that he deems the aforesaid capture to be positively illegal, and unjust in consequence of the facts and circumstances set forth in his protest, as also others equally forcible and not therein enumerated ; that he, despairing of having justice done to him and his cause in the Prize Court at Monte Video, where latterly all neutral vessels sent in by the blockading squadron, however unjustly, have been condemned, he has determined to enter into no defence in that court, deeming it useless, but refer his case to the competent authorities at Rio de Janeiro, and to the just and honorable protection of the representative of this nation, to the court of His Imperial Majesty at that place. The declarer further observes, that as his vessel has been wrecked and lost in the harbor of Monte Video, while in possession and command of Brazilian force, he has nothing to defend or contend for but payment of the destruction of the property under his charge, and what shall seem a fair equivalent for such gross violation of neutral rights ; the declarer therefore herewith presents a copy of his protest against such illegal aggression and destruction of property.

ALBERT P. DE VALENGIN.

Monte Video, Sept. 9th, 1828.

LETTER FROM A. P. DE VALENGIN TO THE CONSUL, 9 SEPT. 1828

(No. 30.)

Monte Video, 9th Sept., 1828.

JAMES BOND Esq. Acting Consul, United States.

SIR—In consequence of the capture and destruction of my vessel and property by the Brazilian naval force on this station, and deeming it useless for me to seek redress in the Prize Court of Monte Video, I request the favour of you to hand into said court my declaration herewith enclosed, as also a copy of my protest from your office ; further defence and litigation in this place, I think would in no way avail me, in a court so partial and unjust as this above mentioned has hitherto proved itself.

Yours most respectfully,
ALB. P. DE V.

UNITED STATES OF AMERICA.

State of Maryland, to wit.

I, Samuel Fernandes, Notary Public by letters patent under the great seal of the state of Maryland, commissioned and duly qualified, resi-

ding in the city of Baltimore, in the state aforesaid, do hereby certify, attest and make known that the several instruments of writing hereunto annexed, commencing with that marked No. 1, and ending with the above marked No. 30, are true and faithful copies of the originals of which they purport to be copies, the same having been carefully examined and compared with the said originals, now in the possession of Albert P. De Valengin, and found to agree therewith, word for word, and figure for figure. In testimony whereof, I have hereunto set my hand, and affixed my seal notarial, this seventeenth day of June, in the year of our Lord eighteen hundred and twenty-nine.

SAMUEL FERNANDES, [SEAL.]
Notary Public.

He also proved that the shipment was made by the plaintiff in the name of De Valengin to protect the same from Brazilian capture, and also gave in evidence the following inventory.

INVENTORY.

A true and perfect inventory of all and singular the goods, chattels, and personal estate of Albert P. De Valengin, late of Baltimore county, deceased, appraised by the subscribers John Clark and Orson Kellog jointly, we having been first legally authorized, and having taken the oath prescribed by law, as will be seen by the warrant to appraise, and certificate hereto annexed.

N.	Seven hundred and fifteen bags Rio Coffee, weighing each 158 *lb.* 112,970 *lb. a* 11½ c.	12,991	55
D.V.	Twenty-nine bags Coffee, weighing each 158 *lb.* 4582 *lb. a* 11½ c. .	526	93
		$13,518	48

We the subscribers do hereby certify that the a foregoing is a true and just inventory and valuation of all and singular the goods, chattels, and personal estate of the said Albert P. De Valengin, deceased, so far as the same have come to our sight and knowledge, and as valued and appraised by us in dollars and cents, according to the best of our skill and judgment. In testimony of all which we hereunto subscribe our names and affix our seals, this 17 day of January, 1834.

JOHN CLARK, [SEAL] } *Appraisers*
ORSON KELLOG, [SEAL] }

N.	Amount of appraisement as annexed, ...	12,991	55
D.V.	do. do. do.	526	93
	Total, . .	$13,518	48

JAMES NEALE, Administrator.

Baltimore County, ss.

On the 18th day of January, 1834, came James Neale, administrator of Albert P. De Valengin, deceased, and made oath on the Holy Evangely of Almighty God, that the aforegoing is a true and perfect inventory of all and singular the goods and chattels of the said deceased that have come to his hands, knowledge, or possession, at the time of making thereof; that what has since, or shall hereafter come to his hands, knowledge, or possession, he will return in an additional inventory; that he knows of no concealment, nor suspects any to be; that if he should hereafter discover any concealment, or suspect any to be, that he will make the Register of Wills for Baltimore county acquainted therewith, that the same may be inquired into according to law. Sworn to in open court.

(Test.) D. M. PERINE,
Register of Wills for Baltimore County.

In testimony that the aforegoing is a true copy taken from the original, filed and remaining in the office of the Register of Wills for Baltimore County, I [SEAL.] hereunto subscribe my name, and affixed the seal of my office, this twenty-eighth day of November, in the year of our Lord one thousand eight hundred and thirty-six.

(Test.) D. M. PERINE,
Register of Wills for Baltimore County.

And that the property mentioned in the said inventory was the proceeds of the money received from the Brazilian government upon the claim made as aforesaid, for the restoration of the cargo of the President Adams, and that after said inventory the property included within it was sold by Neale, and the proceeds came to his hands, but that no part of such proceeds ever came to the defendants in this case, either as administrators de bonis non of De Valengin otherwise, and the plaintiff offered no evidence of any assets ever having come into the possession of the defendants.

Whereupon the defendants by their counsel prayed the court to grant the following opinions and instructions to the jury:

DEFENDANTS' FIRST PRAYER.

The defendants by their counsel pray the court's opinion to the jury, that inasmuch as it appears by all the evidence in the cause, that no part of the proceeds of the cargo of the brig President Adams, which the plaintiff alleges to have been his property, was received by the intestate of the defendants, Belt and De Valengin, in his lifetime, but that the same was, by plaintiff's own showing, received by James Neale, after the death of said intestate, and that the amount so received by said Neale has never come into the possession of the present defendants, as administrators de bonis non of said De Valengin;

that the plaintiff is not entitled to recover in this action said amount, because the same was never a debt due by the estate of said defendants' intestate, by the receipt of the same by said Neale as aforesaid, but an individual debt of said Neale, for which his estate only is liable, and not the estate of said De Valengin.

SECOND PRAYER.

That if the jury find from the evidence that after the capture and destruction of the brig President Adams and cargo by the Brazilian authorities, it was agreed between the plaintiff and De Valengin, that De Valengin should prosecute the claim for compensation against the Brazilian government in his own name for the interest which the plaintiff had in the cargo so destroyed, and should receive the money therefor from the Brazilian government, and when the money was so received, should pay the same to the plaintiff. And if the jury should also find that the said De Valengin did present said claim to said government, but failed in recovering the same, and died intestate, having so failed, and without having received the mouey for the said claim, and without having said claim in any way recognised or admitted by said Brazilian government. And if the jury further find, that after said De Valengin's death as aforesaid, James Neale, against whom this suit was originally brought, obtained letters of administration on the estate of said De Valengin, and that he the said Neale, after such letters were granted to him, without any knowledge whatever of any such agreement between the plaintiff and De Valengin, and without any knowledge that the plaintiff ever had, or pretended to have, or claimed any interest in the cargo of said brig, or the money to be recovered as indemnity for the destruction of said cargo, either under said agreement or otherwise, but on the contrary, that he, the said Neale, believing the said cargo, and the indemnity for it, to belong to the estate of said De Valengin, as his, De Valengin's own property, he renewed the said claim for indemnity for said cargo to the Brazilian government, not under any such agreement between the plaintiff and De Valengin, but without any knowledge of it. And if the jury further find that the money for the said cargo was recovered under said claim by said Neale, as administrator as aforesaid, and was paid to him by the Brazilian government as such administrator, and without knowledge of said agreement. And if the jury further find that the money so recovered was invested by the agents of said Neale as administrator as aforesaid, in coffee, and shipped to him, Neale, in Baltimore, and was by him, Neale, returned in his inventory, filed in the Orphan's Court, as the property of De Valengin, and afterwards sold the same, and received the money therefor. And if the jury further find, that the said James Neale died after this suit was brought, and before any part of said money was paid over to the plaintiff, and that letters of administration de bonis non on the estate of said De Valengin were thereupon granted to the present defendants, and also that no part of the said money was paid away or distributed by the said Neale in his lifetime, but remained in his hands at his death; and also

that no part of said money hath been paid to these defendants, since the death of said Neale; that then the plaintiff is not entitled to recover in this action, and against these defendants, any part of the money so recovered and received by said Neale from the Brazilian government.

THIRD PRAYER.

That if the jury find the facts stated in the preceding, the defendant's second prayer, then the plaintiff is not entitled to recover against the defendant under the pleadings in this action.

FOURTH PRAYER.

If the jury find that the only contract entered into between plaintiff and De Valengin, in relation to the claim on the Brazilian government for the destruction of the cargo of the President Adams, as offered in evidence, was that said De Valengin was as agent of plaintiff, though in his own name, and for the purpose of concealing plaintiff's interest from said government, to sue for and recover said claim, and that he, said De Valengin, was to be allowed by plaintiff only a compensation as agent for such services, and if they find that De Valengin died before said recovery, that then no part of said claim when actually received by said Neale, was in his hands assets of De Valengin's estate, and consequently that the plaintiff is not entitled to recover in the present action, but his remedy is against the estate of Neale.

FIFTH PRAYER.

If the jury find from the evidence that the plaintiff in this case was a native citizen of the United States, but a resident citizen and merchant of Buenos Ayres, and had been such resident citizen and merchant for years, and was such citizen in 1828, when his shipment of hides and tocino was made as alleged by him, on board the President Adams; and if they also find that said brig was American, owned by American citizens, and De Valengin the master thereof, was also a citizen of the United States; and if they also find that the Republic of Buenos Ayres, and the government of Brazil were, during said periods, and in 1828, governments recognised by the United States, and at peace with the United States; and if they further find that in said year, 1828, and at the date of such shipment, Buenos Ayres and Brazil were at open war with each other, and known to be so by the plaintiff and De Valengin; and if they also find that the said shipment by the plaintiff was by agreement between him and De Valengin, put into the name of the latter, and was to be by him represented to be his own property, in order fraudulently to conceal from the government of Brazil his (plaintiff's) ownership of such property, because the same if known to be his, plaintiff's, could not have been safely shipped to Brazil, but would have been legally condemned by that government; and if they also find that after said property was destroy-

ed by the agents of that government as alleged by plaintiff, he made an agreement with said De Valengin, assigning said property to him for the purpose of enabling him to continue to appear as the owner thereof, and as such owner to demand its value from said government of Brazil, knowing that the same would not be paid by said government, if the true ownership thereof became known to them, and that the purpose of said agreement was fraudulently to deceive said government in relation to the ownership of said property; that then said agreements were fraudulent and void, and can give plaintiff no right whatever to recover said amount from the estate of said De Valengin; and if they find that no other agreements were entered into in relation to said property between the plaintiff and De Valengin, then the agreements stated in this prayer, that then the plaintiff is not entitled to recover in this action.

SIXTH PEAYER.

That if the jury find the facts stated in the court's first opinion, then the money so received by Neale from the Brazilian government, and the coffee in which the same was invested by Neale's agent, were not under the agreement aforesaid, between the plaintiff and the said De Valengin, general assets of the estate of the said De Valengin in the hands of said Neale; but that the said agreement, if valid, gave the plaintiff an equitable lien on the said money and coffee into which it was so converted, to the exclusion of the general creditors of said De Valengin; and that the plaintiff is not entitled to recover the same against the defendants; if the jury also find that the said coffee was sold by said Neale in his lifetime, and that the proceeds of said sale remained in the hands of said Neale at his death, and also that no part of the said proceeds have been in fact received by these defendants, or either of them.

But the court refused to give either of said opinions or instructions, and rejected each of said prayers, and were of opinion, and on the first four prayers gave to the jury the following instructions.

COURT'S INSTRUCTIONS ON THE FOUR FIRST PRAYERS.

1st. If the jury find from the evidence that the property mentioned in the testimony was shipped by the plaintiff on board the President Adams, in the name, and as the property of De Valengin, and that after the capture and destruction of that vessel and her cargo by the Brazilian authorities as stated in the evidence, it was agreed between the plaintiff and De Valengin, that De Valengin should prosecute the claim for compensation against the Brazilian government in his own name, and as for his own property, for the goods so shipped by the plaintiff, and should receive the money therefor from the Brazilian government, and when the money was so received, should pay the amount to the plaintiff; and if the jury also find that the said De Valengin, in pursuance of said agreement, did prosecute the said claim, but died intestate before the money was recovered; and if the jury

further find that after the death of the said De Valengin, James Neale, against whom this suit was originally brought, obtained letters of administration upon the estate of the said De Valengin, and after having obtained such letters, continued the prosecution of said claim as the administrator of the said De Valengin ; and if the jury further find that the money for the said property was recovered by the said Neale as the administrator as aforesaid, and was paid to him by the said Brazilian government as the administrator of the said De Valengin ; and if the said jury further find that the money so recovered was invested by the agents of said Neale, as the administrator of the said De Valengin, in coffee, and shipped to him to Baltimore, where it was received by the said Neale, and was by him returned in his inventory, filed in the Orphans' Court, as the property of De Valengin, and that he afterwards sold the same and received the money therefor ; and if the jury shall further find that the said James Neale died after this suit was brought, and before any part of the money was paid over to the plaintiff by him, pursuant to the agreement hereinbefore mentioned, and that letters of administration de bonis non, on the estate of the said De Valengin, were thereupon granted to the present defendants, then the plaintiff is entitled to recover out of the assets of De Valengin, which have, or may come to the hands of the defendants, (provided assets sufficient to pay all the debts of the said De Valengin shall come to their hands to be administered,) the amount so received by the said Neale as administrator as aforesaid, from the Brazilian government, on account of the goods so shipped by the plaintiff; after deducting from such amount such compensation as the jury may think just for the services and expenses of said De Valengin in his lifetime, and the said Neale after his death, in and about the recovery and remittance of the said money.

2d. But if the jury should find from the evidence produced by the plaintiff, that James Neale either with or without an agreement with the plaintiff in this cause, prosecuted the claim before mentioned against the Brazilian government and received the money therefor, but do not find that the agreements herein beforementioned, were made between the plaintiff and De Valengin, that then the plaintiff is not entitled to recover against the present defendants, notwithstanding the said Neale charged himself with the proceeds as administrator of De Valengin in his inventory returned to the Orphans Court but the plaintiff's remedy, if he has any, is against the administrators of the said Neale.

COURT'S INSTRUCTION ON THE SIXTH PRAYER.

The court refuse to give the instructions prayed for, and instruct the jury, that although the plaintiff may under the circumstances mentioned, in the opinion of the court on the first prayer, have been entitled to a priority of payment over the general creditors, out of the fund aforesaid, recovered from the Brazilian government, yet he may waive his right of priority, and elect to come in as a general creditor of De Valengin for the amount due him, and take his share with the

other creditors of the estate in the assets of which the money above mentioned form a part, and he is entitled in this form of action, to receive of the defendants, as a general creditor, his proportion of the assets received by the defendants, if any, or hereinafter to be received by them.

To which refusal of the court to grant defendants' prayers and each one of them, and to the said instructions and each one of them actually given by the court to the jury, the defendants by their counsel asked leave to except, and that the court would sign and seal this bill of exceptions, which is accordingly done this thirtieth day of November, 1836.

R. B. TANEY, [SEAL.]
U. S. HEATH, [SEAL.]

Afterwards, to wit, on the thirtieth day of November, in the year of our Lord one thousand eight hundred and thirty-six, the aforesaid Wilhelmina de Valingin and George Gordon Belt by their attorneys aforesaid, produced to the said Circuit Court here, the writ of the United States of America, for the correcting of errors of and upon the premises, commanding the record and proceedings of the judgment aforesaid, so as aforesaid rendered, with all things concerning the same, to be transmitted to the Supreme Court of the United States to be held at the city of Washington, on the second Monday in January next, which said writ of error is in the words and of the tenor following, to wit:

THE UNITED STATES OF AMERICA, *ss.*

The President of the United States,

To the judges of the Circuit Court of the United States for the district of Maryland, *Greeting:*

Because in the record and proceedings, as also in the rendition of the judgment of a plea, which is in the said Circuit Court, before you or some of you, between John H. Duffy, plaintiff, and Wilhelmina de Valengin, administratrix, and George Gordon Belt, administrator de bonis non, of Albert P. de Valengin, defendants, a manifest error hath happened, to the great damage of the said Wilhelmina and George, as by their complaint appears. We being willing that error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, do command you, that if judgment be therein given, that then under your seal, distinctly and openly you send the record and proceedings aforesaid, with all things concerning the same to the Supreme Court of the United States, together with this writ, so that you have the same at Washington on the second Monday in January next, in the said Supreme Court, to be then and there held; that the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein to correct that error, what of right, and according to the laws and custom of the United States should be done.

Witness, the Honorable Roger B. Taney, Chief Justice of our Supreme Court, the first Monday in August, in the year of our Lord one thousand eight hundred and thirty-six.

Issued 30th November, 1836.

THO. SPICER,
County Clerk.

In pursuance whereof, and according to the form and effect of the act of Congress, in such case made and provided, a transcript of the record and proceedings of the judgment aforesaid, so as aforesaid rendered, with all things relating to the same, together with the said writ of error, are hereby transmitted to the said Supreme Court of the United States accordingly.

BOND FOR COSTS.

Know all men by these presents that we, Wilhemina de Valengin, George Gordon Belt and William Ridgway, of the city of Baltimore, in the state of Maryland, are held and firmly bound unto John H. Duffy of the state of New York, in the just and full sum of five hundred dollars current money of the United States, to be paid to the said John H. Duffy, his certain attorney, executors, administrators or assigns, to which payment well and truly to be made and done, we bind ourselves, and each of us, our and each of our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents, sealed with our seals, and dated this third day of November, in the year of our Lord one thousand eight hundred and thirty-eight.

Whereas, at a Circuit Court of the United States, for the fourth circuit, in and for the Maryland district, begun and held at the city of Baltimore on the first day of November, in the year of our Lord one thousand eight hundred and thirty-six, the said John H. Duffy, by the judgment of the same court, recovered against Wilhelmina de Valengin, administratrix, and George Gordon Belt, administrator de bonis non of all and singular the goods and chattels, rights and credits which were of a certain Albert P. de Valengin, deceased, as well the sum of fourteen thousand and thirteen dollars and sixty-seven cents current money, for his damages which he had sustained, to be levied of the goods and chattels which were of the said Albert P. de Valengin at the time of his death, and which shall hereafter come to the hands of the said Wilhelmina de Valengin and George Gordon Belt, to be administered if such goods and chattels shall come.

And whereas the said Wilhelmina de Valengin and George Gordon Belt, have sued out the writ of the United States of America for the correcting of errors, and a citation directed to the said John H. Duffy, citing and admonishing him to be and appear at a Supreme Court of the United States, to be held at the city of Washington on the second Monday in January next.

Now the condition of the aforegoing obligation is such, that if the said Wilhelmina de Valengin and George Gordon Belt shall well and truly prosecute with effect their said writ of error, and pay to the said